Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	remote facilities (or to Loops attached to those remote facilities) on the same terms and conditions as Verizon has access or provides access to its affiliates.		**to access remote facilities, including loops, on the same terms and conditions as Verizon if and when Verizon upgrades its network to provide DSL services over fiber fed loops. (GLB Direct, 7/31, at 27). WorldCom's proposed language does not prejudge the methods of access.**		any definitive decision to upgrade its network to provide DSL-based services out of remote terminals, and currently lacks the regulatory authority to do so. If Verizon does upgrade its network, however, Verizon will provide access to its network on a nondiscriminatory basis to the extent required by applicable law. Verizon Advanced Services Direct Testimony pages 28-47; Verizon Advanced Services Panel Rebuttal Testimony pages 53-56.
III-10-5	**MCIm proposes that Verizon commit to processes and procedures it has adopted in New York and Massachusetts, and has committed to adopt in Pennsylvania regarding Line Sharing and line splitting OSS, Line Sharing and line splitting processes, and in particular the migration of UNE-P customers to Line Sharing or line splitting arrangements.**	**See WCOM's Contract Langauge at III-10.**	**See WCOM's Rationale at III-10.** **The contract language proposed by WorldCom incorporates processes and procedures which Verizon has adopted in New York and Massachusetts and which it has committed to in its Penn. 271 filing and which should be included in the interconnection agreement.**	**See Verizon Contract Language at III-10-3.**	As stated, WorldCom's Issue 5 does not appear to state any dispute between the parties. Verizon's proposed contract language will implement line splitting throughout the footprint, as required by law, for AT&T and WorldCom in Virginia consistent with the service descriptions, procedures and timelines agreed upon in the New York Collaborative. This is the same process and procedure Verizon intends to adopt in Massachusetts and Pennsylvania. Moreover, Verizon finds WorldCom's issue 5 curios in that it advocates implementing the results of the New York Collaborative in the Virginia interconnection agreements, while other WorldCom issues attempt to arbitrate specific issues being addressed by that very collaborative.

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					Verizon Advanced Services Direct Testimony pages 10–16; Verizon Advanced Services Panel Rebuttal Testimony pages 3 – 56.
III-10-6	**MCIm is willing to negotiate with Verizon based on Verizon's proposed contract language set out in sections 3 and 4 of its addendum, "Loop Transmission Types," and "Line Sharing."**	**See WCOM's Contract Langauge at III-10.**	**See WCOM's Rationale at III-10.**	**4. Line Sharing** **4.1 "Line Sharing" is an arrangement by which Verizon facilitates **CLEC's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to **CLEC, solely for **CLEC's own use, the frequency range above the voice band on the same copper Loop required by **CLEC to provide such services. This Section 4 addresses line sharing over loops that are entirely copper loops.** **4.2 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide Line Sharing to **CLEC for **CLEC's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance**	Verizon believes the parties can reach agreement on this issue.

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				with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by the CLEC on that Loop must not significantly degrade the performance of other services provided on that Loop. **4.3 Verizon shall make Line Sharing available to **CLEC at the rates and charges set forth in the Pricing Attachment. In addition to the recurring and nonrecurring**	

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				charges shown in the Pricing Attachment for Line Sharing itself, the following rates shown in the Pricing Attachment and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by **CLEC; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges.	
III-10-7	**The parties also note that because of relevant pending FCC proceedings relevant to this issue, the parties' dispute over appropriate "change of law" language is highly relevant to this issue.**	**See WCOM's Contract Langauge at III-10.**	**The Commission's decision with respect to the change of law provision issue will be reflected in the contract.**	**2. Verizon's Provision of UNEs** **Subject to the conditions set forth in Section 1, in accordance with, but only to the extent required by, Applicable Law, Verizon shall provide **CLEC access to the following:** **2.1 Loops, as set forth in Section 3;**	This concern will be covered by the "change of laws" provisions when accepted by WorldCom and should not be arbitrated separately for line sharing and line splitting issues.

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				2.2 Line Sharing, as set forth in Section 4	
III-10.A	*Must Verizon implement both line sharing and line splitting in a nondiscriminatory and commercially reasonable manner that allows AT&T to provide services in the high frequency spectrum of an existing line on which Verizon provides voice service (line sharing) or on a loop facility provided to AT&T as a UNE-loop or as part of a UNE-P combination (line splitting)? (Pfau Direct at 113 - 116)*	***Sections 11.2.17 and 11.2.18 of AT&T's proposed agreement set forth contract terms and conditions that are necessary and appropriate to implement line sharing and line splitting***	*Verizon does not (and indeed cannot) dispute that line splitting is a current obligation. See Verizon's Supplemental Statement of Unresolved Issues ("SSUI"), Tab B to Verizon's Answer, at 90. Thus, it agrees conceptually with AT&T's Issues III.10.A. and III.10.B. However, even though those obligations are not generally disputed, the manner in which Verizon complies with its obligations will have a significant effect on whether AT&T will be able to make practical use of line splitting. Verizon's proposed contract language to accommodate line splitting is vague and requires substantial amplification and clarification, as well as date certain commitments with respect to its delivery. Its proposed language on line sharing also requires clarification in several respects. (Pfau Direct at 113).* *These issues really center upon how Verizon ensures line sharing and line splitting are made available. Verizon prefers to use*	For all copper loops: *11.2.17 Line Sharing. To the extent required by Applicable Law, Verizon shall provide Line Sharing to AT&T for AT&T's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End*	Verizon's proposed contract language to both AT&T implements line sharing and line splitting in a nondiscriminatory and commercially reasonable manner consistent with its requirements under the *UNE Remand, Line Sharing* and *Line Sharing Reconsideration Orders*. The Commission has already approved of Verizon's line sharing and line splitting proposals, and thus they should be adopted in the AT&T interconnection agreement. With respect to line sharing, Verizon proposes two arrangements for line sharing over copper loops. Option 1 provides AT&T with the ability to install, own and maintain the splitter in its own collocation space within the customer's serving end office. In Option 2, a CLEC-owned splitter is installed by Verizon or a Verizon-approved vendor in a relay rack between the Point of Termination ("POT") Bay and the Main Distribution Frame ("MDF"). Verizon will control and maintain this splitter. These options satisfy Verizon's obligations to provide

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			general language. Unfortunately, the vagaries of language can lead to further dispute and litigation. Rather than be presented by the possibility of further delaying tactics and cost litigation, AT&T proffers more precise language that states the rights and obligations of the parties without need for further recourse. The benefits of AT&T's approach are self-explanatory; the deficiencies of Verizon's approach will become even more apparent as each of the sub-issues relating to advanced services raised by AT&T are discussed below. *Verizon must not be permitted to use the negotiation/arbitration process as a tool to delay further the implementation of AT&T's reasonable support requirements. Nor should it be allowed to incorporate only general statements of its obligations in the parties' interconnection agreement and thus preserve opportunities to engage in future debates (and likely litigation) over the exact extent of its obligations, when clear and concise descriptions of its obligations can be developed and implemented in the agreement. (Pfau Direct at 115)* *In particular, Verizon's language addressing line splitting consists of a single broadly written paragraph that simply pays lip service to the Commission's prior finding that incumbents have a current obligation to support line*	*Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by AT&T on that Loop must not significantly degrade the performance of other services provided on that Loop.* ***11.2.17.1*** *Verizon shall make Line Sharing available to AT&T at the rates set forth in Exhibit A. In addition to the recurring and nonrecurring charges shown in Exhibit A for Line Sharing itself, the following rates shown in Exhibit A and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by AT&T and not covered by Exhibit A; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, and trouble isolation charges.* ***11.2.17.2*** *The following ordering procedures shall apply to*	nondiscriminatory access to the high frequency portion of the loop. Verizon's contract language provides access to the high frequency portion of a loop where fiber has been deployed: AT&T currently can access the high frequency portion of a loop served by digital loop carrier ("DLC") equipment by deploying a Telephone Outside Plant Interconnection Cabinet ("TOPIC") at or near the Feeder/Distribution Interface ("FDI") "accessible terminal" that connects Verizon's copper distribution to Verizon's DLC supported feeder, and then by purchasing a subloop feeder element to transport the data signal back to the central office. AT&T may also use its own facilities or those of a third party to transport the data over a network separate from Verizon's. Finally, they may place their own Digital Subscriber Line Access Multiplexer ("DSLAM") or other equipment at or near the remote terminal to connect the fiber feeder or copper distribution plant. Thus, Verizon's proposed language satisfies its requirements under Commission rules. While the Commission has recognized that there may be other ways in which "line sharing" might be implemented where there is fiber in the loop, it has not mandated any particular method. Instead, the Commission initiated further

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			splitting. This language is patently inadequate to provide any assurance that Verizon will in fact comply with the obligations already established in the Line Sharing Reconsideration Order or do so by a date certain. Indeed, the third sentence of Verizon's proposed language specifically refers carriers to the terms of their interconnection agreements – exactly what AT&T is trying to develop here.[1] (Pfau Direct at 116) *More important, however, Verizon's position is irrelevant; AT&T is entitled to negotiate (and arbitrate if necessary) any interconnection terms it wishes as long as they are not inconsistent with the Act, and it is indisputable that there is more than one set of contract terms and conditions that lawfully implement sections 252 and 252. See § 252(a)(1) (permitting voluntary negotiations "without regard to the standards set forth in subsections (b) and (c) of section 251"). Indeed, the Commission has the authority (i) to adopt lawful proposals made by either party, (ii) to require the parties to submit additional proposals, and (iii) even to adopt results that are proposed by neither party. Procedures for Arbitrations Conducted Pursuant to Section 252(e)(5) of the Communications Act of 1934, as amended, FCC 01-21, released January 19, 2001, ¶¶ 4-5. Thus, there is no reason why the*	*Line Sharing:* *(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. AT&T must utilize the mechanized or manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, to make this determination.* *(ii) AT&T shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.* *(iii) If the Loop is prequalified by AT&T through the Loop prequalification database, and if a positive response is received and followed by receipt of AT&T's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR Confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops, unless a different interval is ordered*	proceedings to address the various methods by which CLECs can access the unbundled HFPL where an ILEC has deployed fiber in the loop (*e.g.*, where the loop is served through a fiber-fed DLC at a remote terminal). AT&T proposes line sharing language that would implement its preferred method of access to the HFPL where Verizon has deployed fiber. AT&T's language, however, goes beyond the Act and the Commission's requirements and ignores the necessity to evaluate all technical and operational issues surrounding its proposals. AT&T is an active participant in the Commission's rulemaking on this issue. Verizon filed comments in that proceeding on February 27, 2001, and March 13, 2001, outlining in detail its objections to AT&T's proposals. Because AT&T's proposals would have an industry-wide impact, principles of administrative efficiency and rulemaking dictate that this issue should be litigated in the pending rulemaking, not in the context of an interconnection agreement arbitration involving four parties. Verizon has amended its proposed contract language to adopt a 3 business day standard interval for line sharing. With respect to line splitting, it has always been Verizon's position that

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			Commission should accept Verizon's unilaterally developed vague language over AT&T's more precise proposal. *ENDNOTE* *1/ Verizon, in the alternative, may mean that the current interconnection agreement terms should suffice. Certainly this cannot be adequate, as the current agreement has virtually no operational obligations spelled out. Without delineation of such terms, there are no assurances that AT&T will be able to obtain the required operational support, nor are there established implementation methods, except for those subject to Verizon's interpretation.*	*by the Commission.* *(iv) If the Loop requires qualification manually or through an Engineering Query, three (3) additional business days will generally be required to obtain Loop qualification results before an LSR Confirmation can be returned following receipt of AT&T's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.* *(v) If conditioning is required to make a Loop capable of supporting Line Sharing and AT&T orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.* *(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested*	CLECs may engage in line splitting. Specifically, Verizon has always been willing to provide CLECs with an xDSL compatible loop to facilitate line splitting, terminating in a splitter owned by a voice-CLEC (VLEC) or data-LEC (DLEC) at an established collocation arrangement in a Verizon serving wire center that contains an end office switch through which the VLEC may provide the analog circuit-switched voice grade service to the end-user. Verizon has never precluded AT&T from migrating a UNE-P combination to an xDSL compatible loop terminated on a splitter provided by AT&T or another CLEC on behalf of AT&T and switch port in order to facilitate line splitting. Thus, as the Commission has already recognized, Verizon currently offers competitors nondiscriminatory access to the individual network elements necessary to provide line-split services and that nothing prevents competitors from offering voice and data services over a single unbundled loop. Verizon clarified its position in a formal policy statement issued on February 14, 2001 to all CLECs, including AT&T. As this policy statement makes clear, CLECs may engage in line splitting by using Verizon's existing OSS "to order and combine in a line splitting configuration an unbundled xDSL capable loop terminated to a

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				engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in paragraph (v) above. Except as otherwise required by Applicable Law, the standard provisioning interval for Line Sharing shall be three (3) business days. In no event shall the Line Sharing interval applied to AT&T be longer than the interval applied to any affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of not less than six (6) business days. *(vii) AT&T must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.* *(viii) The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in the roll out of*	collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects." In other words, a CLEC that is using a UNE-P arrangement can order (1) an unbundled xDSL capable loop that is terminated to a collocated splitter and DSLAM equipment and (2) unbundled switching combined with shared transport. This will allow AT&T to replace a UNE-P with an arrangement that will allow the CLEC to provide both data and voice over the same line. The same process can be used when ordering new loops for the provisioning of both voice and data. Verizon also has included the February 14th policy in the contract itself. Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration. In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL

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				Line Sharing in order to minimize provisioning problems and facility issues. AT&T will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts, which shall be non-binding, are in addition to projections provided for other stand-alone unbundled Loop types. ***11.2.17.3*** *To the extent required by Applicable Law, AT&T shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, AT&T must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups. As described more fully in Verizon Technical Reference 72575, the xDSL technology used by AT&T for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4*	Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration. Verizon Advanced Services Direct Testimony beginning at page 4; Verizon Advanced Services Panel Rebuttal Testimony pages 3 – 53.

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				kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. AT&T's deployment of additional Advanced Services shall be subject to the applicable rules and regulations of the FCC. ***11.2.17.4*** *AT&T may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. AT&T is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. AT&T is also responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary Customer Provided Equipment ("CPE") for the xDSL*	

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				service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In Configuration Options 1 and 2, the splitter must be provided by AT&T and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. AT&T must designate which splitter option it is choosing on the Collocation application or augment. Regardless of whether AT&T selects Options 1 or 2, the splitter arrangements must be installed before AT&T submits an order for Line Sharing. ***Splitter Option 1: Splitter in AT&T Collocation Area*** *In this configuration, the AT&T-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by AT&T in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the AT&T Collocation area. Any rearrangements will be the responsibility of AT&T.* ***Splitter Option 2: Splitter in Verizon Area***	

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				In this configuration, Verizon inventories and maintains an AT&T-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time. *In those serving End Offices where Verizon has employed the use of a Point of Termination ("POT") Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the AT&T Collocation and the splitter. At AT&T's option, installation of the splitter shelf may be performed by Verizon or by a Verizon-approved vendor designated by AT&T.* *In those serving End Offices where Verizon does not employ the use of a POT Bay, the AT&T-provided splitter will be located via a virtual-LIKE collocation arrangement, to which AT&T does not have access. AT&T shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to AT&T's collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon -approved vendor.*	

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				In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to AT&T upon completion of the required augment. *(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. AT&T must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).* *(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or AT&T's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. AT&T must submit the*	

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				application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply. ***11.2.17.5*** *In serving End Offices where a POT Bay has been employed for use, AT&T will have the following options for testing shared Loops:* ***11.2.17.5.1*** *Under Splitter Option 1, AT&T may conduct its own physical tests of the shared Loop from AT&T's collocation area. If it chooses to do so, AT&T may supply and install a test head to facilitate such physical tests, provided that: (i) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate; and (ii) the test head does not interrupt the voice circuit to any greater degree than a conventional Mechanized Loop Test ("MLT"). Specifically, the AT&T-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional AT&T-provided test head would be installed between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.* ***11.2.17.5.2*** *Under Splitter*	

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				Option 2, either Verizon or a Verizon-approved vendor selected by AT&T may install a AT&T-provided test head to enable AT&T to conduct remote physical tests of the shared Loop. This optional AT&T-provided test head may be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The AT&T-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the AT&T-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the AT&T-provided test head, and will direct all required activity. ***11.2.17.5.3*** *Under either Splitter Option 1 or 2, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to AT&T during normal trouble isolation procedures in accordance with reasonable procedures.*	

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				11.2.17.5.4 Under either Splitter Option 1 or 2, Verizon will make MLT access available to AT&T via RETAS after the service order has been completed. AT&T will utilize the circuit number to initiate a test. This functionality will be available on October 31, 2000. *11.2.17.6 In those serving End Offices where Verizon has not employed a POT Bay for use, AT&T will not be permitted to supply its own test head; Verizon will make its testing system available to AT&T through use of the on-line computer interface test system at www.gte.com/wise. This system is available 24 hours, 7 days a week.* *11.2.17.7 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where AT&T has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and AT&T will each dispatch a technician to an agreed-upon point at the Main Distribution Frame (or in exceptional cases to an agreed upon site in the field) to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that AT&T should reasonably have been able to isolate and*	

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				diagnose through one of the testing options available to AT&T above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests. ***11.2.17.8*** *Verizon and AT&T each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or Advanced Service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the Central Office. AT&T will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party's Customer, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and AT&T will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.* ***11.2.17.9*** *When Verizon provides Inside Wire maintenance services to the Customer, Verizon will*	

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				only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with AT&T's Advanced Services. Verizon will not repair any CPE equipment provided by AT&T. Before a trouble ticket is issued to Verizon, AT&T shall validate whether the Verizon Customer is experiencing a trouble that arises from AT&T's Advanced Service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon. ***11.2.17.9.1*** *In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from AT&T's Advanced Services equipment, splitter problems, or AT&T's activities, Verizon will:* *a) Notify AT&T and request that AT&T immediately test the trouble on AT&T's Advanced Service.* *b) If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and AT&T has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade*	

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				service if Verizon determines in good faith that the cause of the voice interruption is AT&T's data service. *c) Upon completion of steps (a) and (b) above, Verizon may temporarily remove the AT&T-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is AT&T's data service.* *d) Upon notification from AT&T that the malfunction in AT&T's Advanced Service has been cleared, Verizon will restore AT&T's Advanced Service by restoring the splitter on the Customer's Loop.* *e) Upon completion of the above steps, AT&T will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning Advanced Service from the Customer's line if the cause of the voice interruption was AT&T's data service.* *f) Verizon shall not be liable for damages of any kind for temporary disruptions to AT&T's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and the indemnification provisions set forth in Section 24.6 shall control in such*	

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				instances. *11.2.18* *Line Splitting* *11.2.18.1* *CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms,*	

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				conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences. For copper/fiber mix loops: ***11.2.18.6.3*** *AT&T may obtain access to a Sub-Loop Distribution facility only at an FDI and only from a Telecommunications Carrier outside plant interconnection cabinet (a "TOPIC") or, if AT&T is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution facility is located in such terminal, from the collocation arrangement of AT&T at such terminal. To obtain access to a Sub-Loop Distribution facility, AT&T shall install a TOPIC on an easement or Right of Way obtained by AT&T within 100 feet of the Verizon FDI to which such Sub-Loop Distribution facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and an AT&T TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the*	

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				TOPIC and shall not provide any power that might be required by AT&T for any electronics in the TOPIC. AT&T shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement. ***11.2.18.6.4*** *AT&T may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to AT&T, the following information regarding a Sub-Loop Distribution facility that serves an identified Customer: the Sub-Loop Distribution's length and gauge, whether the Sub-Loop Distribution has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop Distribution facility and the location of the FDI to which the Sub-Loop Distribution facility is connected.* ***11.2.18.6.5*** *To order access to a Sub-Loop Distribution facility, AT&T must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution facility is connected to an AT&T TOPIC. To make such a request, AT&T must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which AT&T wishes to access the Sub-Loop*	

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				Distribution facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of AT&T's demand for access to Sub-Loop Distribution facilities at the requested FDI. AT&T must submit the application fee as determined by Verizon (a "Sub-Loop Distribution Application Fee") with a Sub-Loop Distribution Facility Interconnection Application. AT&T must submit Sub-Loop Distribution Facility Interconnection Applications to: *USLA Project Manager* *Verizon* *Room 509* *125 High Street* *Boston, MA 02110* *E-Mail:* *Collocation.applications@BellAtlantic.com* ***11.2.18.6.6*** *Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Application Fee for such application, Verizon shall provide to AT&T a work order that describes the*	

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				work that Verizon must perform to provide such access (a "Sub-Loop Distribution Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Interconnection Cost Statement"). ***11.2.18.6.7*** *AT&T shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Interconnection Cost Statement within sixty (60) days of AT&T's receipt of such statement and the associated Sub-Loop Distribution Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Interconnection Application shall be deemed to have been withdrawn if AT&T breaches its payment obligation under this Section 11.2.18.6.7. Upon Verizon's completion of the work that Verizon must perform to provide AT&T with access to a Sub-Loop Distribution facility, Verizon shall bill AT&T, and AT&T shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Interconnection Cost Statement for such access.* ***11.2.18.6.8*** *After Verizon has completed the installation of the interconnecting cable to an AT&T TOPIC and AT&T has paid the full cost of such installation, AT&T can request the*	

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				cross connection of a Verizon Sub-Loop Distribution facility to the AT&T TOPIC. At the same time, AT&T shall advise Verizon of the services that AT&T plans to provide over the Sub-Loop Distribution facility, request any conditioning of the Sub-Loop Distribution facility and assign the pairs in the interconnecting cable. AT&T shall run any crosswires within the TOPIC. ***11.2.18.6.9*** *If AT&T requests that Verizon reactivate an unused drop and NID, then AT&T shall provide dial tone (or its DSL equivalent) on the AT&T side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution facility to the AT&T dial tone or equivalent from the TOPIC. If AT&T requests that Verizon install a new drop and NID, then AT&T shall provide dial tone (or its DSL equivalent) on the AT&T side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If AT&T requests that Verizon provide AT&T with access to a Sub-Loop Distribution facility that, at the time*	

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				of AT&T's request, Verizon is using to provide service to a Customer, then, after AT&T has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution facility using the "loop through" approach. On the due date, AT&T shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution facility and submit AT&T's long-term number portability request. ***11.2.18.6.10*** *Verizon shall not provide access to a Sub-Loop Distribution facility if Verizon is using the loop of which the Sub-Loop Distribution facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.* ***11.2.18.6.11*** *Verizon shall provide AT&T with access to a Sub-Loop Distribution facility in accordance with negotiated intervals.* ***11.2.18.6.12*** *Verizon shall repair*	

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				and maintain a Sub-Loop Distribution facility at the request of AT&T and subject to the time and material rates set forth in Exhibit A. AT&T accepts responsibility for initial trouble isolation for Sub-Loop Distribution facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&T reports to Verizon a Customer trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution facilities or equipment in whole or in part, then AT&T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. ***11.2.18.6.13*** *Rates for Sub-Loop Distribution facilities shall be established in accordance with*	

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				Section 11.11.1 of this Agreement. ***11.2.18.6.14*** *To the extent required by Applicable Law, Verizon shall allow AT&T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance, with, and subject to, the rates, terms and conditions set forth in Section 13 of this Agreement.* ***11.2.18.7*** *Feeder Sub-Loop* ***11.2.18.7.1*** *Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide AT&T with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.18. A Feeder Sub-Loop means a DS1- or DS3- transmission path over a feeder facility in Verizon's network between a Verizon end office and either a Verizon remote terminal equipment enclosure (an "RTEE") that subtends such end office or a TOPIC (as such term is hereinafter defined) located within 100 feet of a Verizon feeder distribution interface (such an interface, an "FDI") that subtends the end office and that AT&T has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and AT&T that governs the establishment of such TOPIC.*	

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				11.2.18.7.2 AT&T may obtain access to a Feeder Sub-Loop only from an AT&T collocation arrangement in the Verizon end office where such Feeder Sub-Loop originates and Verizon shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if AT&T has a collocation arrangement in such RTEE. Upon AT&T's request, Verizon will connect a Feeder Sub-Loop to an AT&T collocation arrangement in the Verizon end office where the Feeder Sub-Loop originates and to either an AT&T collocation arrangement in the Verizon RTEE that subtends such end office or an AT&T Telecommunications Carrier outside plant interconnection cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the end office and that AT&T has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and AT&T that governs the establishment of such TOPIC. Verizon shall connect a Feeder Sub-Loop to the point of termination bay of an AT&T collocation arrangement and to an AT&T TOPIC by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. AT&T may obtain access to a Feeder Sub-Loop between an end office and an RTEE or a TOPIC only if DS1- or DS3-capable transmission facilities	

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				are available and not in use between such office and RTEE or TOPIC. If a DS1- or DS3-capable transmission facility is not available between an end office and an RTEE or TOPIC or if such a facility is available but is in use between such office and RTEE or TOPIC, then Verizon shall construct such a facility upon request by AT&T and subject to Verizon's special construction terms, conditions and rates. A location must be fed by fiber to be eligible for a DS3 Unbundled Feeder Sub-loop Element (UFSE) services. Fiber Optic facilities will not be constructed to deliver a UFSE service. ***11.2.18.7.3*** *AT&T shall run any crosswires within an AT&T physical collocation arrangement and an AT&T TOPIC and AT&T will have sole responsibility for identifying to Verizon where a Feeder Sub-Loop should be connected to an AT&T collocation arrangement. AT&T shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and AT&T shall not bill Verizon, and Verizon shall not pay AT&T, for providing such power and space.* ***11.2.18.7.4*** *Verizon shall not be obligated to provide to AT&T any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop.*	

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				If AT&T requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to AT&T in accordance with, but only to the extent required by, the terms, provisions and rates in the Interconnection Agreement that govern loops, if any. ***11.2.18.7.5*** *Verizon shall provide AT&T with access to a Feeder Sub-Loop in accordance with negotiated intervals.* ***11.2.18.7.6*** *Verizon shall repair and maintain a Feeder Sub-Loop at the request of AT&T and subject to the time and material rates set forth in Exhibit A. AT&T may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. AT&T accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&T reports to Verizon a trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then AT&T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In*	

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				addition, this charge also applies when an AT&T contact as designated by AT&T is not available at the appointed time. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. ***11.2.18.7.7*** *Rates for Feeder Sub-Loop shall be established in accordance with Section 11.11.1 of this Agreement.* ***13.6*** *Verizon shall allow AT&T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Agreement, Verizon shall allow AT&T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but*	

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